

Stern & Eisenberg, PC
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Telephone: (215) 572-8111
Facsimile: (215) 572-5025

**IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA
(PHILADELPHIA)**

In Re:	
Tamika S. Bowens	Chapter 13
Debtors(s)	Case Number: 20-11370-AMC

Motion of Bayview Loan Servicing, LLC for Approval of Loan Modification with Respect to the Real Property located at 440 E. HOWELL STREET, PHILADELPHIA, PA 19120

Bayview Loan Servicing, LLC, through its Counsel, Stern & Eisenberg PC, respectfully requests the Court grant its Motion for Approval of Loan Modification and in support thereof respectfully represents as follows:

1. Movant is **Bayview Loan Servicing, LLC** (hereafter referred to as “Movant”).
2. Debtor(s), Tamika S. Bowens (hereinafter, “Debtor(s)”), is/are, upon information and belief, adult individual(s) whose last-known address is 440 E. Howell Street, Philadelphia, PA 19120.
3. On June 16, 2006, Tamika S. Bowens, executed and delivered a Note in the principal sum of \$133,900.00 to Gateway Funding Diversified Mortgage Services L.P. As security for repayment of the Note, Debtor executed and delivered a Mortgage to Mortgage Electronic Registration Systems, Inc. solely as nominee for Gateway Funding Diversified Mortgage Services L.P. The Mortgage was duly recorded in the Office of the Recorder of Deeds for Philadelphia County on July 12, 2006 as Doc ID #51482321.
4. The Mortgage encumbers Debtor’s real property located at 440 E. Howell Street, Philadelphia, PA 19120.
5. In connection with the Debtor’s mortgage, Movant and Debtor wish to enter into a loan modification pursuant to the attached Order.
6. Debtor’s pre-modified monthly payment is \$653.97, and the loan’s interest rate is set at 2.00%.
7. Under the modification, an amount of \$7,110.77 will be capitalized.

8. The terms of the Modification can be summarized as follows:
 - a. Modification Effective Date: July 1, 2020
 - b. New Maturity Date: July 1, 2050
 - c. New Principal Balance: \$124,464.99
 - d. New Interest Rate: 2.00%
 - e. Monthly Principal and Interest Amount: \$459.12
 - f. Monthly Escrow Payment Amount: \$200.95
 - i. May Adjust Periodically
 - g. Total Monthly Payment: \$660.07
 - i. Payment Begins On: July 1, 2020
9. Debtor shall remain responsible to all other covenants, agreements, and requirements of the Mortgage, including without limitation, the covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments as set out in the Mortgage, unless specifically waived in the proposed loan modification.
10. A true and correct copy of the proposed modification agreement is attached as Exhibit "A" and is hereby incorporated by reference.

WHEREFORE, Movant, respectfully requests this Court to grant the proposed order.

Respectfully Submitted:

Stern & Eisenberg, PC

By: /s/ Daniel P. Jones

Daniel P. Jones, Esq.,
1581 Main Street, Suite 200
The Shops at Valley Square
Warrington, PA 18976
Phone: (215) 572-8111
Fax: (215) 572-5025
Bar Number: 321876
Email: djones@sterneisenberg.com

Date: July 21, 2020

**IN THE UNITED STATES BANKRUPTCY COURT FOR
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In Re:	
Tamika S. Bowens	Chapter 13
Debtors(s)	Case Number: 20-11370-AMC

ORDER

AND NOW, this _____ day of _____, 2020, it is hereby ORDERED that if Tamika S. Bowens (“Debtor”) and **Bayview Loan Servicing, LLC** (“Creditor”) elect to enter into the proposed loan modification under the terms proposed by Creditor, the Debtor and Creditor may do so without there being any violation of the bankruptcy stay, or the provisions of 11 U.S.C. §362; and it is hereby

FURTHER ORDERED that Debtor must return the executed modification agreement within ten (10) days of the entry of this Order to Creditor and/or Creditor’s Counsel.

BY THE COURT:

UNITED STATES BANKRUPTCY JUDGE



Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd. 5th Floor
Coral Gables, FL 33146

EXHIBIT A

July 9, 2020

TAMIKA S BOWENS
TAMIKA S BOWENS
440 E HOWELL ST
PHILADELPHIA, PA 19120-1113

Dear Customer:

Our records indicate that Bayview Loan Servicing, LLC has completed your loan modification. Enclosed, please find a copy of your fully executed modification agreement for your record.

If you have any questions or concerns, please do not hesitate to call 1-800-457-5105, Monday through Friday, 9:00am to 6:00pm ET.

Sincerely,

Customer Service Department
Bayview Loan Servicing, LLC

Disclaimers and Notices

Important Notice for Oregon Residents: Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit <http://dfr.oregon.gov>.

Bayview Loan Servicing, LLC is a debt collector. This letter is an attempt to collect a debt and any information obtained will be used for that purpose. To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance with nonbankruptcy law and/or informational purposes only. It does not constitute an attempt to collect a debt, to reaffirm a debt, or to impose any personal liability on you. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. If your original obligation was discharged, any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property. If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number. Bayview Loan Servicing, LLC., NMLS #2469.

Confirmed SII Disclaimer: If you are a confirmed successor in interest of the account, unless you assume the mortgage loan obligation under state law, you are not personally liable for the mortgage debt and cannot be required to use your own assets to pay the mortgage debt.

The following mailing address must be used for all Error Notices & Information Requests: Bayview Loan Servicing, LLC, Customer Support, 4425 Ponce de Leon Boulevard, 5th Floor, Coral Gables, FL 33146.



Loan Modification Agreement

Modification Effective Date: 7/1/2020
Borrower(s): TAMIKA S BOWENS

Loan Number: [REDACTED]
Servicer: Bayview Loan Servicing, LLC
Original Promissory Note ("Note"): 6/16/2006
Original Principal Balance: \$133,900.00

Deed of Trust/Mortgage ("Security Instrument"): Deed of Trust or Mortgage securing the Note and creating a lien on certain real property ("Property") owned by Borrower.

Borrower and Servicer agree to the following:

1. **New Principal Balance:** \$124,464.99, including the existing unpaid principal balance of \$117,354.22 plus the capitalized unpaid installments, interest, late charges, fees and costs, and if applicable, advances for unpaid property taxes and/or insurance premiums Increased by \$7,110.77. There may be prior deferment or forgiveness related to this loan or this current Agreement. There could be tax consequences related to this deferment or forgiveness, you are advised to seek guidance from an independent tax professional. If your loan was a daily simple interest loan, once converted the loan will be modified into a standard amortizing loan.
2. **New Monthly Payment:** \$660.07, including monthly principal and interest payment of \$459.12, plus monthly escrow payment of \$200.95.
3. **New Interest Rate:** 2.000%
4. **New Maturity Date:** 7/1/2050

5. New Monthly Payments, Payment Adjustments:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal & Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - 5	2.000%	6/1/2020	\$459.12	\$200.95	\$660.07	7/1/2020	60
6	3.000%	6/1/2025	\$513.83	Adjusted Annually	Adjusted Annually	7/1/2025	12
7	4.000%	6/1/2026	\$570.06	Adjusted Annually	Adjusted Annually	7/1/2026	12
8-30	4.375%	6/1/2027	\$591.22	Adjusted Annually	Adjusted Annually	7/1/2027	277

Borrower acknowledges that Servicer will establish an impound/escrow account for the collection of property taxes and insurance premiums if such account is not currently in existence. Servicer will analyze the impound/escrow account from time to time. As a result of this analysis, the escrow portion of Borrower's monthly payment may change. Borrower further acknowledges that the escrow portion of his/her monthly payment may be substantially higher than the estimate. (Note: In certain states, impound/escrow accounts do not collect for payment of taxes pertaining to Bond/Special Assessments and Irrigation/Water District).

Notice: This agreement may contain preliminary figures that may change depending on a final review once the trial period has been completed. Should adjustments be necessary, a notice will be sent to you with the details of the updates.

No Other Changes: Except as expressly adjusted by this Agreement, all of the covenants, agreements, stipulations, and conditions in the Note and the Security Instrument remain unmodified and in full force and effect. The Security Instrument continues to secure on a first and prior lien basis the due and punctual payments of the Note, as modified by this Agreement. Borrower is encouraged to review this Agreement with his/her legal advisor prior to signing it, but by signing the below Borrower has voluntarily signed this Agreement.

IN WITNESS WHEREOF, Servicer and Borrower have executed this Loan Modification Agreement,

Borrower:

By: Tamiya S Bowens

TAMIKA S BOWENS

Date: 3/12/20

Servicer:

By: 

Vice President, Bayview Loan Servicing, LLC

Daniel Garcia
First Vice President

Date: 6/30/20

Asset Manager:

Guillermo Franco-gal

Phone Number:

833-656-7405

Monday – Friday

9:00am to 6:00pm ET

Fax Number:

305-646-4520

E-mail:

GuillermoFranco@bayviewloanservicing.com

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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the within Motion for Approval of Loan Modification, together with Order, Notice and this Certificate, was sent to the Debtor(s), Counsel, and the Trustee and all other required parties via first class mail and/or ECF on the date set forth below.

Tamika S. Bowens 440 E. Howell Street, Philadelphia, PA 19120	William C. Miller, Esq. Chapter 13 Trustee P.O. Box 1229 Philadelphia, PA	David M. Offen, Esq. The Curtis Center 601 Walnut Street Suite 160 West Philadelphia, PA 19106 Email: dmo160west@gmail.com
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Date: July 21, 2020

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